

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

In re:

THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO
RICO,

as representative of

THE COMMONWEALTH OF PUERTO
RICO, *et al.*,

Debtors.*

PROMESA
Title III
No. 17 BK 3283-LTS
(Jointly Administered)

NOTICE OF ASSIGNMENT OF CLAIM

TO THE HONORABLE COURT:

On August 28, 2018, Syncora Guarantee Inc. ("Syncora") sold, transferred, and assigned to Whitebox Asymmetric Partners, L.P. ("Asymmetric") (47.0%), Whitebox Multi-Strategy Partners, L.P. (28.0%), Pandora Select Partners, L.P. (8.2%), Whitebox GT Fund L.P. ("GT") (1.8%), and Whitebox Caja Blanca Fund, L.P. ("Caja Blanca") (15.0%) all of its rights, title in, to and under proof of claim number 50742 (the "Proof of Claim") filed on June 20, 2018 in the above-captioned matter. *See* Notice of Assignment of Claim, Docket No. 3872.

* The Debtors in these Title III Cases, along with each Debtor's respective Title III case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747); (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17-BK-4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority ("PBA") (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801).

On July 13, 2020, Asymmetric sold, transferred, and assigned all of its rights, title in, to and under the Proof of Claim in the amount of \$50,877,500.00 (in claim amount) as follows: (i) Caja Blanca (\$46,877,500.00 or 43.3% of the Proof of Claim), and (ii) GT (\$4,000,000.00 or 3.7% of the Proof of Claim) (together, the “Transferee Funds”). *See* Evidence of Partial Transfers of Claim, Exhibits 1 and 2; Proof of Claim No. 50742, Exhibit 3.

WHEREFORE, pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Transferee Funds hereby request the Honorable Court to take notice of Asymmetric’s assignment of a portion of the Proof of Claim as set forth in the documents titled Evidence of Partial Transfers of Claim, Exhibits 1 and 2 hereto.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 28th day of July, 2020.

WE HEREBY CERTIFY that on this same date, we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record, and will provide hard copies to the Court and United States Trustee as soon as practical after the filing of the foregoing, consistent with the Court’s *Thirteenth Amended Notice, Case Management and Administrative Procedures*. *See* Docket No. 13512-1.

ARROYO & RIOS LAW OFFICES, P.S.C.

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1353 Ave. Luis Vigoreaux
Guaynabo, P.R. 00966
Tel.: (787) 522-8080
Fax: (787) 523-5696

s/ Moraima S. Ríos Robles

Moraima S. Ríos Robles
USDC-PR No. 224912
E-mail: mrios@arroyorioslaw.com

s/ Jessica A. Figueroa-Arce

Jessica A. Figueroa Arce
USDC-PR No. 225206

E-mail: jfigueroa@arroyorioslaw.com

*Attorneys for Whitebox Asymmetric Partners,
L.P., Whitebox GT Fund L.P., and Whitebox
Caja Blanca Fund, L.P.*

Exhibit 1

Evidence of Partial Transfer of Claim to Whitebox Caja Blanca Fund, L.P.

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the District of Puerto Rico (the “Court”)
Attn: Clerk

AND TO: The Commonwealth of Puerto Rico (the “Debtor”)
Case No. 17-3283 (LTS) (Jointly Administered) (the “Case”)

Proof of Claim Number 50742 (the “Proof of Claim”)

Whitebox Asymmetric Partners, LP (the “Seller”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to:

Whitebox Caja Blanca Fund, L.P.
c/o Whitebox Advisors LLC
3033 Excelsior Blvd, Ste. 500
Minneapolis, MN 55416
Attn: Scott Specken
Phone: (612) 253-6061
Fax: (612) 253-6161
Email: SSpecken@WhiteboxAdvisors.com

its successors and assigns (the “Buyer”), the Seller’s right, title and interest in and to **43.3%** of the Proof of Claim with an aggregate amount of **\$46,877,500.00** (the “Assigned Claim”) against the Debtor in the Case in the Court, or any other court with jurisdiction over the PROMESA proceedings of the Debtor.

The Seller hereby waives any objection to the transfer of the Assigned Claim to the Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Seller acknowledges, understands and agrees, and hereby stipulates that an order of the Court may be entered without further notice to the Seller transferring to the Buyer the Assigned Claim and recognizing the Buyer as the sole owner and holder of the Assigned Claim.

The Buyer does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Assigned Claim or the Case.

You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Assigned Claim to the Buyer.

[Signature Page Follows]


IN WITNESS WHEREOF, the Seller and the Buyer have executed this Evidence of Partial Transfer of Claim as of July 13, 2020.

**WHITEBOX ASYMMETRIC PARTNERS, LP,
as Seller**

By: Whitebox Advisors LLC its investment

manager

DocuSigned by:

By: 

F3CAC8EBF3FA4E5...

Name: Christopher Hardy


Title: Chief Compliance Officer

**WHITEBOX CAJA BLANCA FUND, L.P., as
Buyer**

By: Whitebox Caja Blanca Fund GP LLC, its
general partner

By: Whitebox Advisors LLC its investment
manager

DocuSigned by:

By: 

F3CAC8EBF3FA4E5...

Name: Christopher Hardy

Title: Chief Compliance Officer

Exhibit 2

Evidence of Partial Transfer of Claim to Whitebox GT Fund L.P.

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the District of Puerto Rico (the "Court")
Attn: Clerk

AND TO: The Commonwealth of Puerto Rico (the "Debtor")
Case No. 17-3283 (LTS) (Jointly Administered) (the "Case")

Proof of Claim Number 50742 (the "Proof of Claim")

Whitebox Asymmetric Partners, LP (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to:

Whitebox GT Fund L.P.
c/o Whitebox Advisors LLC
3033 Excelsior Blvd, Ste. 500
Minneapolis, MN 55416
Attn: Scott Specken
Phone: (612) 253-6061
Fax: (612) 253-6161
Email: SSpecken@WhiteboxAdvisors.com

its successors and assigns (the "Buyer"), the Seller's right, title and interest in and to **3.7%** of the Proof of Claim with an aggregate amount of **\$4,000,000.00** (the "Assigned Claim") against the Debtor in the Case in the Court, or any other court with jurisdiction over the PROMESA proceedings of the Debtor.

The Seller hereby waives any objection to the transfer of the Assigned Claim to the Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Seller acknowledges, understands and agrees, and hereby stipulates that an order of the Court may be entered without further notice to the Seller transferring to the Buyer the Assigned Claim and recognizing the Buyer as the sole owner and holder of the Assigned Claim.

The Buyer does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Assigned Claim or the Case.

You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Assigned Claim to the Buyer.

[Signature Page Follows]


IN WITNESS WHEREOF, the Seller and the Buyer have executed this Evidence of Partial Transfer of Claim as of July 13, 2020.

**WHITEBOX ASYMMETRIC PARTNERS, LP,
as Seller**

By: Whitebox Advisors LLC its investment

manager

DocuSigned by:

By: 

F3CAC8EBF3FA4E5...

Name: Christopher Hardy


Title: Chief Compliance Officer

WHITEBOX GT FUND L.P., as Buyer

By: Whitebox Advisors LLC its investment

manager

DocuSigned by:

By: 

F3CAC8EBF3FA4E5...

Name: Christopher Hardy

Title: Chief Compliance Officer

Exhibit 3
Proof of Claim Number 50742

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO / TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO DE PUERTO RICO

Fill in this information to identify the case (Select only one Debtor per claim form). /
Llene esta información para identificar el caso (seleccione sólo un deudor por formulario de reclamación).

<input checked="" type="checkbox"/> Commonwealth of Puerto Rico El Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03283	Petition Date: May 3, 2017
<input type="checkbox"/> Puerto Rico Sales Tax Financing Corporation (COFINA) La Corporación del Fondo de Interés Apremiante de Puerto Rico	Case No. 17-bk-03284	Petition Date: May 5, 2017
<input type="checkbox"/> Puerto Rico Highways and Transportation Authority La Autoridad de Carreteras y Transportación de Puerto Rico	Case No. 17-bk-03567	Petition Date: May 21, 2017
<input type="checkbox"/> Employees Retirement System of the Government of the Commonwealth of Puerto Rico El Sistema de Retiro de los Empleados del Gobierno del Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03566	Petition Date: May 21, 2017
<input type="checkbox"/> Puerto Rico Electric Power Authority La Autoridad de Energía Eléctrica de Puerto Rico	Case No. 17-bk-04780	Petition Date: July 2, 2017

RECEIVED

JUN 20 2018

PRIME CLERK LLC



Modified Official Form 410 / Formulario Oficial 410 Modificado

Proof of Claim / Evidencia de reclamación

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a Title III case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy or subject to confidentiality on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

Lea las instrucciones antes de completar este formulario. Este formulario está diseñado para realizar una reclamación de pago en un caso en virtud del Título III. No utilice este formulario para solicitar el pago de un gasto administrativo que no sea una reclamación que reúna los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b) (9) del U.S.C. Ese tipo de solicitud debe realizarse de conformidad con el Título 11 § 503 del U.S.C.

Quienes presenten la documentación deben omitir o editar información que reúna los requisitos para ser tratada con privacidad o confidencialidad en este formulario o en cualquier otro documento adjunto. Adjunte copias editadas de cualquier otro documento que respalde la reclamación, tales como pagarés, órdenes de compra, facturas, balances detallados de cuentas en funcionamiento, contratos, resoluciones judiciales, hipotecas y acuerdos de garantías. No adjunte documentos originales, ya que es posible que los documentos adjuntos se destruyan luego de analizarlos. En caso de que los documentos no estén disponibles, explique los motivos en un anexo.

Fill in all the information about the claim as of the Petition Date.

- ☒ Date Stamped Copy Returned
☐ No Self-Addressed Stamped Envelope
☐ No Copy Provided

Complete toda la información acerca de la reclamación a la fecha en la que se presentó el caso.

Part 1 / Parte 1 Identify the Claim / Identificar la reclamación

1. Who is the current creditor?

¿Quién es el acreedor actual?

Syncora Guarantee Inc.

Name of the current creditor (the person or entity to be paid for this claim)
Nombre al acreedor actual (la persona o la entidad a la que se le pagará la reclamación)

Other names the creditor used with the debtor
Otros nombres que el acreedor usó con el deudor XL Capital Assurance Inc., Syncora Capital Assurance Inc.

2	Has this claim been acquired from someone else? ¿Esta reclamación se ha adquirido de otra persona?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. From whom? Sí. ¿De quién? _____												
3	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) ¿A dónde deberían enviarse las notificaciones al acreedor? Norma federal del procedimiento de quiebra (FRBP, por sus siglas en inglés) 2002(g)	<table border="1"><tr><td>Where should notices to the creditor be sent? ¿A dónde deberían enviarse las notificaciones al acreedor?</td><td>Where should payments to the creditor be sent? (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente)</td></tr><tr><td>see addendum Name / Nombre</td><td>see addendum Name / Nombre</td></tr><tr><td>Number / Número Street / Calle</td><td>Number / Número Street / Calle</td></tr><tr><td>City / Ciudad State / Estado ZIP Code / Código postal</td><td>City / Ciudad State / Estado ZIP Code / Código postal</td></tr><tr><td>Contact phone / Teléfono de contacto</td><td>Contact phone / Teléfono de contacto</td></tr><tr><td>Contact email / Correo electrónico de contacto</td><td>Contact email / Correo electrónico de contacto</td></tr></table>	Where should notices to the creditor be sent? ¿A dónde deberían enviarse las notificaciones al acreedor?	Where should payments to the creditor be sent? (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente)	see addendum Name / Nombre	see addendum Name / Nombre	Number / Número Street / Calle	Number / Número Street / Calle	City / Ciudad State / Estado ZIP Code / Código postal	City / Ciudad State / Estado ZIP Code / Código postal	Contact phone / Teléfono de contacto	Contact phone / Teléfono de contacto	Contact email / Correo electrónico de contacto	Contact email / Correo electrónico de contacto
Where should notices to the creditor be sent? ¿A dónde deberían enviarse las notificaciones al acreedor?	Where should payments to the creditor be sent? (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente)													
see addendum Name / Nombre	see addendum Name / Nombre													
Number / Número Street / Calle	Number / Número Street / Calle													
City / Ciudad State / Estado ZIP Code / Código postal	City / Ciudad State / Estado ZIP Code / Código postal													
Contact phone / Teléfono de contacto	Contact phone / Teléfono de contacto													
Contact email / Correo electrónico de contacto	Contact email / Correo electrónico de contacto													
4	Does this claim amend one already filed? ¿Esta reclamación es una enmienda de otra presentada anteriormente?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Sí. Número de reclamación en el registro de reclamaciones judiciales (en caso de saberlo) _____ Filed on / Presentada el _____ (MM/DD/YYYY) / (DD/MM/AAAA)												
5	Do you know if anyone else has filed a proof of claim for this claim? ¿Sabe si alguien más presentó una evidencia de reclamación para esta reclamación?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Who made the earlier filing? Sí. ¿Quién hizo la reclamación anterior? _____												

Part 2 / Parte 2:

Give Information About the Claim as of the Petition Date

Complete toda la información acerca de la reclamación desde la fecha en la que se presentó el caso.

6	Do you have a claim against a specific agency or department of the Commonwealth of Puerto Rico? ¿Tiene una reclamación en contra de algún organismo o departamento específico del Estado Libre Asociado de Puerto Rico?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Identify the agency or department and contact name. (A list of Commonwealth of Puerto Rico agencies and departments is available at: https://cases.primeclerk.com/puertorico/ .) Sí. Identifique el organismo o departamento y nombre del representante. (Una lista de agencias y departamentos del Estado Libre Asociado de Puerto Rico está disponible en: https://cases.primeclerk.com/puertorico/).
7	Do you supply goods and / or services to the government? ¿Proporciona bienes y / o servicios al gobierno?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Provide the additional information set forth below / Sí. Proporcionar la información adicional establecida a continuación: Vendor / Contract Number Número de proveedor / contrato: _____ List any amounts due after the Petition Date (listed above) but before June 30, 2017: Anote la cantidad que se le debe después de la fecha que se presentó el caso (mencionados anteriormente), pero antes del 30 de junio de 2017 \$ _____

8. How much is the claim? ¿Cuál es el importe de la reclamación?	<u>\$ not less than \$108,250,000.00</u> <input type="checkbox"/> No / No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Si. Adjunte un balance con intereses detallados, honorarios, gastos u otros cargos exigidos por la Norma de Quiebras 3001(c)(2)(A).
9. What is the basis of the claim? ¿Cuál es el fundamento de la reclamación?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>Por ejemplo: Venta de bienes, préstamo de dinero, arrendamiento, prestación de servicios, lesiones personales u homicidio culposo, o tarjetas de crédito. Adjunte copias editadas de cualquier documento que respalde la reclamación conforme a lo exigido por la Norma de Quiebras 3001(c). Limite la divulgación de información que reúne los requisitos para ser tratada con privacidad, tal como información sobre atención médica.</p> <p>see addendum</p>
10. Is all or part of the claim secured? ¿La reclamación está garantizada de manera total o parcial?	<p><input type="checkbox"/> No / No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Si. La reclamación está garantizada por un derecho de retención sobre un bien.</p> <p>Nature of property / Naturaleza del bien: <input type="checkbox"/> Motor vehicle / Vehículos <input checked="" type="checkbox"/> Other. Describe: Otro. Describir: <u>see addendum</u></p> <p>Basis for perfection / Fundamento de la realización de pasos adicionales: <u>see addendum</u></p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Adjunte copias editadas de documentos, si los hubiere, que demuestre la realización de pasos adicionales para hacer valer un derecho de garantía (por ejemplo, una hipoteca, un derecho de retención, un certificado de propiedad, una declaración de financiamiento u otro documento que demuestre que se ha presentado o registrado un derecho de retención.</p> <p>Value of property / Valor del bien: <u>\$ see addendum</u></p> <p>Amount of the claim that is secured / Importe de la reclamación que está garantizado: <u>\$ not less than \$108,250,000.00</u></p> <p>Amount of the claim that is unsecured / Importe de la reclamación que no está garantizado: <u>\$ 0</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) (La suma del importe garantizado y no garantizado debe coincidir con el importe de la línea 7.)</p> <p>Amount necessary to cure any default as of the Petition Date / Importe necesario para compensar toda cesación de pago a la fecha que se presentó el caso: <u>\$ see addendum</u></p> <p>Annual Interest Rate (on the Petition Date) Tasa de interés anual (cuando se presentó el caso) <u>see addendum</u> <input type="checkbox"/> Fixed / Fija <input type="checkbox"/> Variable / Variable</p>
11. Is this claim based on a lease? ¿Esta reclamación está basada en un arrendamiento?	<p><input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the Petition Date. Si. Importe necesario para compensar toda cesación de pago a partir de la que se presentó el caso: <u>\$</u></p>

<p>12. Is this claim subject to a right of setoff?</p> <p>¿La reclamación está sujeta a un derecho de compensación?</p>	<p><input checked="" type="checkbox"/> No / No</p> <p><input type="checkbox"/> Yes. Identify the property / Sí. Identifique el bien: _____</p>
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p> <p>¿La reclamación, total o parcial, cumple los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b)(9) del U.S.C.?</p>	<p><input checked="" type="checkbox"/> No / No</p> <p><input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the Petition Date in these Title III case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. Attach documentation supporting such claim. \$ _____</p> <p>Sí. Indique el importe de la reclamación que surge del valor de cualquier bien recibido por el deudor dentro de los 20 días anteriores a la fecha de inicio en estos casos del Título III, en el que los bienes se han vendido al deudor en el transcurso normal de los negocios del deudor. Adjunte la documentación que respalda dicha reclamación.</p>

Part 3 / Parte 3:

Sign Below / Firmar a continuación

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

La persona que complete esta evidencia de reclamación debe firmar e indicar la fecha. FRBP 9011(b).

Si presenta esta reclamación de manera electrónica, la FRBP 5005(a)(2) autoriza al tribunal a establecer normas locales para especificar qué se considera una firma.

Check the appropriate box / Marque la casilla correspondiente:

- ☒ I am the creditor. / Soy el acreedor.
- ☐ I am the creditor's attorney or authorized agent. / Soy el abogado o agente autorizado del acreedor.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. / Soy el síndico, el deudor o su agente autorizado. Norma de quiebra 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. / Soy el garante, fiador, endosante u otro codeudor. Norma de quiebra 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

Comprendo que una firma autorizada en esta *Evidencia de reclamación* se considera como un reconocimiento de que al calcular el importe de la reclamación, el acreedor le proporcionó al deudor crédito para todo pago recibido para saldar la deuda.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

He leído la información en esta *Evidencia de reclamación* y tengo motivos razonables para suponer que la información es verdadera y correcta.

I declare under penalty of perjury that the foregoing is true and correct. / Declaro bajo pena de perjurio que lo que antecede es verdadero y correcto.

Executed on date / Ejecutado el _____ (MM/DD/YYYY) / (DD/MM/AAAA)

Signature / Firma _____

Print the name of the person who is completing and signing this claim / Escriba en letra de imprenta el nombre de la persona que completa y firma esta reclamación:

Name	James W.	Lundy, Jr.
	First name / Primer nombre	Last name / Apellido

Title / Cargo General Counsel

Company / Compañía Syncora Guarantee Inc.

Identify the corporate servicer as the company if the authorized agent is a servicer.
Identifique al recaudador corporativo como la compañía si el agente autorizado es un recaudador.

Address / Dirección 135 W. 50th Street

Number / Número Street / Calle

New York

NY

10020

City / Ciudad

State / Estado

ZIP Code / Código postal

Contact phone / Teléfono de contacto (212) 478-3405

Email / Correo electrónico james.lundy@scafg.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

In re:

THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO,

Debtor.

PROMESA Title III

Case No. 17 BK 3283-LTS

ADDENDUM TO PROOF OF CLAIM OF SYNCORA GUARANTEE INC.

This addendum (the “**Addendum**”) is part of and is incorporated by reference into the attached proof of claim (together with the Addendum, the “**Proof of Claim**”) and describes in more detail the claims of Syncora Guarantee Inc. (“**Syncora**”), formerly known as XL Capital Assurance Inc. and Syncora Capital Assurance Inc.,¹ against the Commonwealth of Puerto Rico (the “**Debtor**”).

Syncora is a financial guaranty insurance company organized under the laws of the State of New York, with its principal place of business at 135 West 50th Street, 20th Floor, New York, New York 10020.

Item 3

Any and all notices and communications with respect to this Proof of Claim should be addressed as follows:

Syncora Guarantee Inc.
135 West 50th Street, 20th Floor
New York, New York 10020
Attention: James W. Lundy, Jr., General Counsel
Telephone: (212) 478-3405
Email: james.lundy@scafsg.com

With a copy to:

Debevoise & Plimpton LLP

¹ As of December 31, 2017, Syncora Capital Assurance Inc. merged into Syncora Guarantee Inc. Claims previously held by Syncora Capital Assurance Inc. relating to the matters described herein are asserted by Syncora Guarantee Inc. as part of this Proof of Claim.

919 Third Avenue
New York, NY 10022
Attention: My Chi To
Telephone: (212) 909-6000
Email: mcto@debevoise.com

Any and all payments with respect to this Proof of Claim should be sent to the following address:

Syncora Guarantee Inc.
135 West 50th Street, 20th Floor
New York, New York 10020
Attention: James W. Lundy, Jr., General Counsel

Item 9

Syncora is filing this Proof of Claim in respect of its claims (including contingent or unliquidated claims), rights and remedies against the Debtor (including rights of subrogation or otherwise) arising under or in connection with (i) Municipal Bond Insurance Policy No. CA00082A dated October 25, 2001 (the "**Policy**") (a copy of which is attached hereto as **Exhibit 1**) with respect to the Public Improvement Refunding Bonds, Series 2002A issued by the Debtor (the "**GO Bonds**"), (ii) the GO Bonds that have been assigned to Syncora in accordance with the Policy, including the GO Bonds for which Syncora has been subrogated to the rights, title and interest of the owners thereof, and (iii) with respect to (i) and (ii), any related documents, amendments or supplements thereto or modifications thereof, and any additional documents, agreements or instruments delivered in connection with any such related document, agreement, amendment, supplement or modification (collectively, the "**Documents**").

More specifically, on or about October 25, 2001, the Debtor issued \$837,960,000 in GO Bonds pursuant to the Bond Resolution adopted October 11, 2001 (the "**Bond Resolution**"). Consistent with Section 37 of the Bond Resolution and in accordance with the Policy, Syncora insured \$100,000,000 in aggregate principal amount of the GO Bonds bearing interest at 5.50% and maturing on July 1, 2017 (the "**Syncora Insured GO Bonds**"). Interest on the Syncora Insured GO Bonds is payable semi-annually on January 1 and July 1 of each year.

On July 1, 2016, the Debtor failed to make an interest payment on the Syncora Insured GO Bonds in the amount of \$2,750,000, as set forth in the Notice of Nonpayment dated June 30, 2016 (a copy of which is attached hereto as **Exhibit 2**). Syncora made a corresponding payment under the Policy on July 1, 2016. The Debtor also failed to make an interest payment on the Syncora Insured GO Bonds on January 1, 2017 in the amount of \$2,750,000, as set forth in the Notice of Nonpayment dated December 30, 2016 (a copy of which is attached hereto as **Exhibit 3**). Syncora made a corresponding payment under the Policy on January 2, 2017. Finally, the Debtor failed to make a principal and interest payment on the Syncora Insured GO Bonds at maturity on July 1, 2017 in the aggregate amount of \$102,750,000, as set forth in the Notice of Nonpayment dated June

29, 2017 (a copy of which is attached hereto as Exhibit 4, and together with Exhibits 2 and 3, the “Notices of Nonpayment”). Syncora made a corresponding payment under the Policy on July 3, 2017.

Syncora paid in accordance with the Policy, on account of the Notices of Nonpayment, not less than \$108,250,000 to Banco Popular de Puerto Rico, as Paying Agent for the Syncora Insured GO Bonds (the “Paying Agent”), for the benefit of holders of the Syncora Insured GO Bonds. Syncora is therefore the owner of all of the Syncora Insured GO Bonds and is fully subrogated to the rights of such holders for payment from the Debtor. The Policy provides that, upon making a payment under the Policy, Syncora “shall become the owner of the Bond, any appurtenant coupon to the Bond or the right to receipt of payment of principal and interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner’s right to receive payments under the Bond, to the extent of any payment by [Syncora] hereunder.”

The Paying Agent has delivered to Syncora the Assignment of Rights dated April 4, 2018 with respect to the July 2016 payment (a copy of which is attached hereto as Exhibit 5), the Assignment of Rights dated April 4, 2018 with respect to the January 2017 payment (a copy of which is attached hereto as Exhibit 6), and the Assignment of Rights dated April 4, 2018 with respect to the July 2017 payment (a copy of which is attached hereto as Exhibit 7, and together with Exhibits 5 and 6, the “Assignments of Rights”). The Assignments of Rights confirm that: (i) Syncora made the July 2017, January 2017 and July 2016 payments; (ii) as of the respective payment dates, Syncora is the owner of, and is subrogated to, all rights, title and interest of the Owners to and in respect of the Payment Amount and Overdue Interest; and (iii) the assignment of all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with interest accruing thereon from and after the Payment Date.

As a result, Syncora is the owner of the Syncora Insured GO Bonds with a claim of not less than \$108,250,000, plus interest, including postpetition interest, that accrued and continues to accrue with respect to the Syncora Insured GO Bonds.

In accordance with that certain Order (A) Establishing Deadlines and Procedures for Filing Proofs of Claim and (B) Approving Form and Manner of Notice Thereof dated February 15, 2018 (the “Bar Date Order”), Syncora has not attached certain of the Documents referred to in this Proof of Claim, including the Bond Resolution, because the documentation is voluminous and Syncora believes that the Debtor has copies of such Documents. However, any requested relevant Documents will be provided by Syncora to the Debtor and Prime Clerk, if requested, in accordance with Paragraph 12 of the Bar Date Order.

Item 10

Syncora’s claim, as a holder of GO Bonds, is secured by a statutory lien (as defined in section 101(53) of the Bankruptcy Code) and an explicit right to priority of payment under the Puerto Rico Constitution. More specifically, the Puerto Rico Constitution gives

GO Bonds, including the Syncora Insured GO Bonds, a statutory lien on and a priority right of payment from all of the Commonwealth's "available resources." Among other things, Article VI, Sections 6 and 7 of the Puerto Rico Constitution compel the Commonwealth to appropriate funds to service the GO Bonds and to raise taxes if necessary to that end. Further, Article VI, Section 8 of the Puerto Rico Constitution provides that, if the Commonwealth's available resources are insufficient to meet all of its appropriations, "interest on the public debt and amortization thereof shall first be paid, and other disbursements shall thereafter be made in accordance with the order of priorities established by law."² In addition, Article VI, Section 2 of the Puerto Rico Constitution confirms that holders of GO Bonds have an absolute interest in all of the Commonwealth's available resources and can compel the Secretary of the Puerto Rico Treasury to apply these resources to satisfy public debt.³ In addition, section 4(c) of the Office of Management and Budget Organic Act establishes a structural hierarchy for the disbursement of the Commonwealth's available resources and confirms that constitutionally-guaranteed debt must be paid before all other expenditures of the Commonwealth.⁴ Lastly, section 17 of the Resolution confirms that the GO Bonds are backed by the Commonwealth's good faith, credit and taxing power. This statutory lien arose at the time the GO Bonds were issued and did not arise after there were insufficient "available resources" to satisfy the GO Bonds.

Reservation of Rights

This Proof of Claim (including any of the Documents or attachments submitted in connection therewith) is being filed under compulsion of the Bar Date Order entered in the Debtor's Title III case and does not constitute a concession or admission by Syncora of any facts, or as to whether all or a portion of the claims are prepetition or postpetition in connection with any claim that has been or may be asserted against the Debtor. In executing this Proof of Claim, Syncora does not submit itself to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim, and Syncora does not waive any of its rights to object to the jurisdiction of this Court for any purpose.

Syncora does not waive any obligation owed to it, any right to any security held by it or for its benefit, or any right or rights of action that it has or may have against the Debtor or any other person, persons, entity or entities. Syncora reserves the right to: (i) amend or supplement this Proof of Claim in any respect, including by asserting a claim or claims for any amount which is due or becomes due under or in connection with the Documents, any order or applicable law or rule of procedure, including continuing costs and expenses (including attorneys' and experts' fees) arising in relation to this Proof of Claim or any portion thereof; (ii) file additional proofs of claim for additional claims that may be based on the same or additional documents or other liability or indebtedness of the Debtor to Syncora under contract or otherwise; (iii) file a request for payment of an administrative expense under 11 U.S.C. §§ 503 and 507 for any or all of the claims or rights of payment described above and any additional amounts; (iv) assert any and all other claims, causes

² P.R. Const. art. VI, § 8.

³ P.R. Const. art. VI, § 2.

⁴ 23 L.P.R.A. § 104(c)(1).

of action, defenses, offsets or counterclaims; and (v) seek recovery through any relevant third parties.

Nothing in this Proof of Claim is intended to, or shall, waive, amend or modify any rights of Syncora preserved by or asserted through (whether directly or indirectly) any proof of claim filed by the Paying Agent with respect to the GO Bonds, including the Syncora Insured GO Bonds.

Exhibit 1

Municipal Bond Insurance Policy No. CA00082A



250 Park Avenue
New York, New York 10177
Telephone: (646) 658-5900

MUNICIPAL BOND INSURANCE POLICY

ISSUER: Commonwealth of Puerto Rico

Policy No: CA00082A

BONDS: \$100,000,000 Public Improvement Refunding Bonds,
Series 2002 A (General Obligation Bonds) due 7/1/17

Effective Date: October 25, 2001

PAYING AGENT: Banco Popular de Puerto Rico, New York
Branch

XL Capital Assurance Inc. (XLCA), a New York stock insurance company, in consideration of the payment of the premium and subject to the terms of this Policy (which includes each endorsement attached hereto), hereby agrees unconditionally and irrevocably to pay to the trustee (the "Trustee") or the paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the benefit of the Owners of the Bonds or, at the election of XLCA, to each Owner, that portion of the principal and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment.

XLCA will pay such amounts to or for the benefit of the Owners on the later of the day on which such principal and interest becomes Due for Payment or one (1) Business Day following the Business Day on which XLCA shall have received Notice of Nonpayment (provided that Notice will be deemed received on a given Business Day if it is received prior to 10:00 a.m. New York time on such Business Day; otherwise it will be deemed received on the next Business Day), but only upon receipt by XLCA, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in XLCA. Upon such disbursement, XLCA shall become the owner of the Bond, any appurtenant coupon to the Bond or the right to receipt of payment of principal and interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by XLCA hereunder. Payment by XLCA to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of XLCA under this Policy.

In the event the Trustee or Paying Agent has notice that any payment of principal or interest on a Bond which has become Due for Payment and which is made to an Owner by or on behalf of the Issuer of the Bonds has been recovered from the Owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy law, such Owner will be entitled to payment from XLCA to the extent of such recovery if sufficient funds are not otherwise available.

The following terms shall have the meanings specified for all purposes of this Policy, except to the extent such terms are expressly modified by an endorsement to this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment", when referring to the principal of Bonds, is when the stated maturity date or a mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity, unless XLCA shall elect, in its sole discretion, to pay such principal due upon such acceleration; and, when referring to interest on the Bonds, is when the stated date for payment of interest has been reached. "Nonpayment" means the failure of the Issuer to have provided sufficient funds to the Trustee or Paying Agent for payment in full of all principal and interest on the Bonds which are Due for Payment. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to XLCA which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

XLCA-005

XLCA may, by giving written notice to the Trustee and the Paying Agent, appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy. From and after the date of receipt by the Trustee and the Paying Agent of such notice, which shall specify the name and notice address of the Insurer's Fiscal Agent, (a) copies of all notices required to be delivered to XLCA pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to XLCA and shall not be deemed received until received by both and (b) all payments required to be made by XLCA under this Policy may be made directly by XLCA or by the Insurer's Fiscal Agent on behalf of XLCA. The Insurer's Fiscal Agent is the agent of XLCA only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of XLCA to deposit or cause to be deposited sufficient funds to make payments due hereunder.

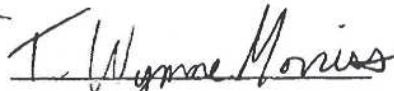
Except to the extent expressly modified by an endorsement hereto, (a) this Policy is non-cancelable by XLCA, and (b) the Premium on this Policy is not refundable for any reason. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Bond, other than at the sole option of XLCA, nor against any risk other than Nonpayment. This Policy sets forth the full undertaking of XLCA and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto.

THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, XLCA has caused this Policy to be executed on its behalf by its duly authorized officers.



Name: Frederick B. Hnat
Title: Secretary



Name: T. Wynne Morriss
Title: Senior Managing Director

XLCA-005

Exhibit 2

Notice of Nonpayment dated June 30, 2016



PO Box 362708
San Juan, Puerto Rico 00936-2708
Telephone 787-765-9800

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

June 30, 2016

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: **Commonwealth of Puerto Rico**
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "**Paying Agent**"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest that is due for payment on July 1, 2016, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.:	CA00082A
NOTICE/CLAIM DATE:	June 30, 2016
AMOUNT OF DEFICIENCY /CLAIMED AMOUNT:	\$ 2,750,000.00
AMOUNT OF DEFICIENCY ALLOCABLE TO PRINCIPAL:	\$ 0.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST:

\$ 2,750,000.00

PURPOSE OF CLAIM:

Payment of Debt Service on the Bonds on
July 1, 2016

PAYMENT DUE DATE:

July 1, 2016

Please deliver these funds on or before 11:30 A.M. Eastern Time on July 1, 2016, to the following instructions:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000

Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By: _____

Name: Jorge A. Vélez

Title: Assistant Vice President

Phone: (787) 765-9800 ext. 505902

E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-Mail: mcto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com

Appendix I

Debt Service Payment for 7/1/2018

Description of Bond Issue	Cusip	Outstanding Amount	Maturity	Rate	Principal Insured Amount	Principal	Interest	Total	Insurer	Policy No.
PIRB 2002 R	745145YU0	100,000,000.00	7/1/2017	5.500%	100,000,000.00		2,750,000.00	2,750,000.00	XL CAPITAL ASSURANCE (SYNCCRA GUARANTEE, INC.)	(A000282)
		<u>\$ 100,000,000.00</u>			<u>\$ 100,000,000.00</u>	<u>\$</u>	<u>\$ 2,750,000.00</u>	<u>\$ 2,750,000.00</u>		

Exhibit 3

Notice of Nonpayment dated December 30, 2016

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

December 30, 2016

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: Commonwealth of Puerto Rico
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "Paying Agent"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest that is due on January 1, 2017 but payable on January 3, 2017, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.:	CA00082A
NOTICE/CLAIM DATE:	December 30, 2016
AMOUNT OF DEFICIENCY /CLAIMED AMOUNT:	\$ 2,750,000.00
AMOUNT OF DEFICIENCY ALLOCABLE TO PRINCIPAL:	\$ 0.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST:

\$ 2,750,000.00

PURPOSE OF CLAIM:

Payment of Debt Service on the Bonds due
on January 1, 2017 payable on
January 3, 2017

PAYMENT DUE DATE:

January 1, 2017 payable on January 3, 2017

Please deliver these funds on or before 11:30 A.M. Eastern Time on January 3, 2017, to the following instructions:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000
Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By:

Name: Jorge A. Velez

Title: Assistant Vice President

Phone: (787) 765-9800 ext. 505902

E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

E-Mail: mcto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com

Exhibit 4

Notice of Nonpayment dated June 29, 2017



PO Box 362708
San Juan, Puerto Rico 00936-2708
Teléfonos (787) 765-9800, 787-751-9800

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

June 29, 2017

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: Commonwealth of Puerto Rico
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "**Paying Agent**"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest and principal that is due on July 1, 2017 but payable on July 3, 2017, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.: CA00082A

NOTICE/CLAIM DATE: June 29, 2017

AMOUNT OF DEFICIENCY
/CLAIMED AMOUNT: \$ 102,750,000.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO PRINCIPAL: \$ 100,000,000.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST: \$ 2,750,000.00

PURPOSE OF CLAIM: Payment of Debt Service on the Bonds due
on July 1, 2017 payable on
July 3, 2017

PAYMENT DUE DATE: July 1, 2017 payable on July 3, 2017

Please deliver these funds on or before 11:30 A.M. Eastern Time on July 3, 2017, to the following instructions:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000
Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By: 
Name: Jorge A. Velez
Title: Assistant Vice President
Phone: (787) 765-9800 ext. 505902
E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-Mail: mcto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com

Exhibit 5

Assignment of Rights with respect to July 2016 Payment

Assignment of Rights

EXECUTION VERSION

ASSIGNMENT OF RIGHTS

Commonwealth of Puerto Rico Public Improvement Refunding Bonds, Series 2002A

This Assignment of Rights dated as of April 4, 2018 is made pursuant to (a) the Bond Resolution (the "Resolution") adopted October 11, 2011 by the Commonwealth of Puerto Rico (the "Issuer"), and (b) the Municipal Bond Insurance Policy Number CA00082A (the "Policy") issued by XL Capital Assurance Inc., now known as Syncora Guarantee Inc. ("Syncora"), in respect of the above-referenced Series 2002A (the "Bonds"). All capitalized terms not otherwise defined herein shall have the same respective meanings ascribed to them in the Policy.

Attached hereto as Exhibit I are a Notice of Nonpayment and related Notice of Claim and Certificate provided to Syncora by Banco Popular de Puerto Rico, as paying agent (the "Paying Agent"), pursuant to the Resolution, in the total amount of \$2,750,000.00 (the "Payment Amount") representing interest on the Bonds, which became Due for Payment, and was paid by Syncora to the Paying Agent under the Policy, on July 1, 2016 (the "Payment Date").

Pursuant to the Resolution and the Policy, the Paying Agent hereby:

1. confirms on behalf of the Owners, to the full extent of its authority under the Policy, the assignment of, and assigns to Syncora, effective as of the Payment Date, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with interest accruing thereon from and after the Payment Date ("Overdue Interest");
2. agrees that, effective as of the Payment Date, Syncora is the owner of, and shall be subrogated to, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with Overdue Interest and that such rights, title and interest, may include the right to exercise any option, vote, right, power or the like of the Owners under the Bonds to the extent of the payment of the Payment Amount (including, without limitation, any such rights arising in the context of a bankruptcy, insolvency, liquidation or other reorganization of the Issuer);
3. agrees that the foregoing assignment and subrogation are in addition to, and not in limitation of, any rights (including, without limitation, rights of assignment and subrogation) otherwise available to Syncora in respect of the payment of the Payment Amount and Overdue Interest;
4. confirms that it has made a notation on the Bonds and in the bond register or other document of record that, effective as of the Payment Date, Syncora is the owner of, and is subrogated to, all rights, title and interest of the Owners to and in respect of the Payment Amount and Overdue Interest;

Assignment of Rights

EXECUTION VERSION

5. agrees to use best efforts to transfer to Syncora the certificates evidencing the Bonds, by (a) (i) contacting DTC (which had possession of such certificates) and requesting the delivery of such certificates to Syncora, or (ii) if necessary, contacting the Commonwealth and requesting the issuance of new certificates for Syncora; and (b) undertaking such actions which are authorized by the Resolution in connection with the transfer of the aforesaid certificates to Syncora;

6. in connection with any assignment by Syncora of its rights, title and interest in respect of the Payment Amount and Overdue Interest, agrees to make a notation on the Bonds and in the bond register or other document of record to reflect such assignment; and

7. represents that it has full corporate power and authority on behalf of the Owners under the Policy, to execute and deliver this Assignment of Rights, and that this Assignment of Rights constitutes a legal, valid and binding obligation of the Paying Agent, enforceable against it in accordance with its terms.

[Remainder of page intentionally left blank]

Assignment of Rights

EXECUTION VERSION

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Assignment of Rights as of this 4th day of April, 2018.

Banco Popular de Puerto Rico, as Paying Agent

By: 

Name: Javier Rubio

Title: SUP

[Signature Page to GO July 2016 Claim Assignment of Rights]

Assignment of Rights

EXECUTION VERSION

Exhibit 1

Notice of Non-Payment and Related Notices of Claim and Certificate



PO Box 362708
San Juan, Puerto Rico 00936-2708
Telephone 787-765-9800

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

June 30, 2016

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: Commonwealth of Puerto Rico
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "Paying Agent"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest that is due for payment on July 1, 2016, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.:	CA00082A
NOTICE/CLAIM DATE:	June 30, 2016
AMOUNT OF DEFICIENCY /CLAIMED AMOUNT:	\$ 2,750,000.00
AMOUNT OF DEFICIENCY ALLOCABLE TO PRINCIPAL:	\$ 0.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST: \$ 2,750,000.00

PURPOSE OF CLAIM: Payment of Debt Service on the Bonds on
July 1, 2016

PAYMENT DUE DATE: July 1, 2016

Please deliver these funds on or before 11:30 A.M. Eastern Time on July 1, 2016, to the following instructions:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000
Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By: _____
Name: Jorge A. Vélez
Title: Assistant Vice President
Phone: (787) 765-9800 ext. 505902
E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-Mail: mccto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com

Appendix

Debt Service Payment for 7/1/2016

Description of Bond Issue	Cusip	Outstanding Amount	Maturity	Rate	Principal Insured Amount	Principal	Interest	Total	Insurer	Policy No.
PBB 2002 R	745145YU0	100,000,000.00	7/1/2017	5.500%	100,000,000.00	-	2,750,000.00	2,750,000.00	XL CAPITAL ASSURANCE (SYNCORA GUARANTEE INC.)	CA00082A
		\$ 100,000,000.00			\$ 100,000,000.00	\$ -	\$ 2,750,000.00	\$ 2,750,000.00		



PO Box 362708
San Juan, Puerto Rico 00936-2708
Telephone 787-765-9800

NOTICE OF CLAIM AND CERTIFICATE

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020

The undersigned, a duly authorized officer of Banco Popular de Puerto Rico, , in its capacity as Paying Agent(in such capacity, the "**Paying Agent**") for the bonds listed on Appendix I hereto (collectively, the "**Bonds**"), hereby certifies to Syncora Guarantee Inc. ("**Syncora**") (formerly known as "XL Capital Assurance Inc.") under the Municipal Bond Insurance Policy No. CA00082A pursuant to the Agreement Regarding Bond Insurance with an Effective Date of October 25, 2001 (collectively, the "**Policy**"), issued in respect of the Bonds, as follows:

(i) The Paying Agent is the Paying Agent under a Bond Resolution of the Commonwealth of Puerto Rico (the "Commonwealth") dated October 11, 2001(the "Bond Resolution"), pursuant to which the above-referenced Bonds were issued by the Commonwealth, and is authorized to receive payments under the Policy and to distribute same to the registered holder(s) of the Bonds (the "**Holders**").

(ii) The Commonwealth has failed to provide the Paying Agent with sufficient funds for payment in full of all interest due on the Bonds on July 1, 2016. The aggregate amount of interest due on the Bonds on July 1, 2016 Payment Date is \$2,750,000.00 ("**Scheduled Interest**"). The sum of all amounts on deposit (or scheduled to be on deposit) and available for distribution to the registered Holders of the Bonds pursuant to the Bond Resolution will be \$2,750,000.00 (such amount, the "**Shortfall**") less than the Scheduled Interest Due for Payment on the Bonds on July 1, 2016.

(iii) The Paying Agent is hereby making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Interest.

(iv) The Paying Agent agrees that, following its receipt from Syncora of funds equal to the Shortfall, it shall in accordance with the Policy (a) hold such amounts in trust and apply the same to the payment of Scheduled Interest on the Bonds in accordance with the Bond Resolution as soon as practicable (and on the Payment Date if received before 11:30 A.M. Eastern Time on the Payment Date); (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by the Paying Agent, and (d) maintain an accurate record of such payments.

(v) Subject to and conditioned upon payment by Syncora to the Paying Agent of sufficient funds to cover the Shortfall in the Scheduled Interest due July 1, 2016, the Paying Agent, on behalf of the Holders, to the full extent of its authority, hereby assigns to Syncora all rights, title and interest to the payment of

that portion of Scheduled Interest on the Bonds which is paid with the funds provided by Syncora under the Policy. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Syncora in respect of such payments. The Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by Syncora to effectuate the purpose or provisions of this clause (v) and as provided under the Policy.

(vi) Syncora shall, to the extent it pays any Scheduled Interest on the Bonds under the Policy, become subrogated to the rights, title and interest of the person or entity who is entitled to such payments in accordance with the terms of the Policy.

(vii) Payment of the Shortfall should be made by wire transfer on or before 11:30 A.M. Eastern Time on July 1, 2016, directed to:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000
Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Notice of Claim and Certificate as of the 30th day of June, 2016.

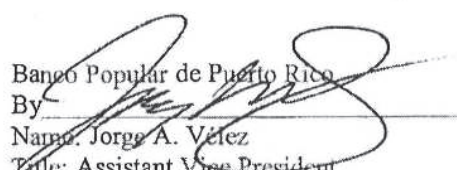
Banco Popular de Puerto Rico
By 
Name: Jorge A. Velez
Title: Assistant Vice President

Exhibit 6

Assignment of Rights with respect to January 2017 Payment

Assignment of Rights

EXECUTION VERSION

ASSIGNMENT OF RIGHTS

Commonwealth of Puerto Rico Public Improvement Refunding Bonds, Series 2002A

This Assignment of Rights dated as of April 4, 2018 is made pursuant to (a) the Bond Resolution (the "Resolution") adopted October 11, 2011 by the Commonwealth of Puerto Rico (the "Issuer"), and (b) the Municipal Bond Insurance Policy Number CA00082A (the "Policy") issued by XL Capital Assurance Inc., now known as Syncora Guarantee Inc. ("Syncora"), in respect of the above-referenced Series 2002A (the "Bonds"). All capitalized terms not otherwise defined herein shall have the same respective meanings ascribed to them in the Policy.

Attached hereto as Exhibit I are a Notice of Nonpayment and related Notice of Claim and Certificate provided to Syncora by Banco Popular de Puerto Rico, as paying agent (the "Paying Agent"), pursuant to the Resolution, in the total amount of \$2,750,000.00 (the "Payment Amount") representing interest on the Bonds, which became Due for Payment, and was paid by Syncora to the Paying Agent under the Policy, on January 3, 2017 (the "Payment Date").

Pursuant to the Resolution and the Policy, the Paying Agent hereby:

1. confirms on behalf of the Owners, to the full extent of its authority under the Policy, the assignment of, and assigns to Syncora, effective as of the Payment Date, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with interest accruing thereon from and after the Payment Date ("Overdue Interest");
2. agrees that, effective as of the Payment Date, Syncora is the owner of, and shall be subrogated to, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with Overdue Interest and that such rights, title and interest, may include the right to exercise any option, vote, right, power or the like of the Owners under the Bonds to the extent of the payment of the Payment Amount (including, without limitation, any such rights arising in the context of a bankruptcy, insolvency, liquidation or other reorganization of the Issuer);
3. agrees that the foregoing assignment and subrogation are in addition to, and not in limitation of, any rights (including, without limitation, rights of assignment and subrogation) otherwise available to Syncora in respect of the payment of the Payment Amount and Overdue Interest;
4. confirms that it has made a notation on the Bonds and in the bond register or other document of record that, effective as of the Payment Date, Syncora is the owner of, and is subrogated to, all rights, title and interest of the Owners to and in respect of the Payment Amount and Overdue Interest;

Assignment of Rights

EXECUTION VERSION

5. agrees to use best efforts to transfer to Syncora the certificates evidencing the Bonds, by (a) (i) contacting DTC (which had possession of such certificates) and requesting the delivery of such certificates to Syncora, or (ii) if necessary, contacting the Commonwealth and requesting the issuance of new certificates for Syncora; and (b) undertaking such actions which are authorized by the Resolution in connection with the transfer of the aforesaid certificates to Syncora;

6. in connection with any assignment by Syncora of its rights, title and interest in respect of the Payment Amount and Overdue Interest, agrees to make a notation on the Bonds and in the bond register or other document of record to reflect such assignment; and

7. represents that it has full corporate power and authority on behalf of the Owners under the Policy, to execute and deliver this Assignment of Rights, and that this Assignment of Rights constitutes a legal, valid and binding obligation of the Paying Agent, enforceable against it in accordance with its terms.

[Remainder of page intentionally left blank]

Assignment of Rights

EXECUTION VERSION

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Assignment of Rights as of this 4th day of April, 2018.

Banco Popular de Puerto Rico, as Paying Agent

By: 

Name: JAVIER RUBIO

Title: SVP

Assignment of Rights

EXECUTION VERSION

Exhibit 1

Notice of Non-Payment and Related Notices of Claim and Certificate

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

December 30, 2016

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: Commonwealth of Puerto Rico
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "Paying Agent"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest that is due on January 1, 2017 but payable on January 3, 2017, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.:	CA00082A
NOTICE/CLAIM DATE:	December 30, 2016
AMOUNT OF DEFICIENCY /CLAIMED AMOUNT:	\$ 2,750,000.00
AMOUNT OF DEFICIENCY ALLOCABLE TO PRINCIPAL:	\$ 0.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST:

\$ 2,750,000.00

PURPOSE OF CLAIM:

Payment of Debt Service on the Bonds due
on January 1, 2017 payable on
January 3, 2017

PAYMENT DUE DATE:

January 1, 2017 payable on January 3, 2017

Please deliver these funds on or before 11:30 A.M. Eastern Time on January 3, 2017, to the following instructions:

Banco Popular de Puerto Rico

209 Munoz Rivera Ave.

San Juan, P.R. 00918

ABA # 021502011

ACCT # 197000

Ref: Commonwealth of PR PIRB 2002 A

Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By:

Name:  Jorge A. Velez

Title: Assistant Vice President

Phone: (787) 765-9800 ext. 505902

E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

E-Mail: mcto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com

NOTICE OF CLAIM AND CERTIFICATE

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020

The undersigned, a duly authorized officer of Banco Popular de Puerto Rico, , in its capacity as Paying Agent(in such capacity, the "**Paying Agent**") for the bonds listed on Appendix I hereto (collectively, the "**Bonds**"), hereby certifies to Syncora Guarantee Inc. ("**Syncora**") (formerly known as "XL Capital Assurance Inc.") under the Municipal Bond Insurance Policy No. CA00082A pursuant to the Agreement Regarding Bond Insurance with an Effective Date of October 25, 2001 (collectively, the "**Policy**"), issued in respect of the Bonds, as follows:

(i) The Paying Agent is the Paying Agent under a Bond Resolution of the Commonwealth of Puerto Rico (the "**Commonwealth**") dated October 11, 2001(the "**Bond Resolution**"), pursuant to which the above-referenced Bonds were issued by the Commonwealth, and is authorized to receive payments under the Policy and to distribute same to the registered holder(s) of the Bonds (the "**Holders**").

(ii) The Commonwealth has failed to provide the Paying Agent with sufficient funds for payment in full of all interest due on the Bonds on January 1, 2017 payable on January 3, 2017 (the "**Payment Date**"). The aggregate amount of interest due on the Bonds on January 1, 2017 payable on the Payment Date is **\$2,750,000.00** ("**Scheduled Interest**"). The sum of all amounts on deposit (or scheduled to be on deposit) and available for distribution to the registered Holders of the Bonds pursuant to the Bond Resolution will be **\$2,750,000.00** (such amount, the "**Shortfall**") less than the Scheduled Interest Due for Payment on the Bonds on January 1, 2017.

(iii) The Paying Agent is hereby making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Interest.

(iv) The Paying Agent agrees that, following its receipt from Syncora of funds equal to the Shortfall, it shall in accordance with the Policy (a) hold such amounts in trust and apply the same to the payment of Scheduled Interest on the Bonds in accordance with the Bond Resolution as soon as practicable (and on the Payment Date if received before 11:30 A.M. Eastern Time on the Payment Date); (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by the Paying Agent, and (d) maintain an accurate record of such payments.

(v) Subject to and conditioned upon payment by Syncora to the Paying Agent of sufficient funds to cover the Shortfall in the Scheduled Interest due January 1, 2017 payable on January 3, 2017, the Paying Agent, on behalf of the Holders, to the full extent of its authority, hereby assigns to Syncora all rights, title and interest to the payment of that portion of Scheduled Interest on the Bonds which is paid with the funds provided by Syncora under the Policy. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Syncora in respect of such payments. The Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by Syncora to effectuate the purpose or provisions of this clause (v) and as provided under the Policy.

(vi) Syncora shall, to the extent it pays any Scheduled Interest on the Bonds under the Policy, become subrogated to the rights, title and interest of the person or entity who is entitled to such payments in accordance with the terms of the Policy.

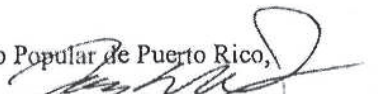
(vii) Payment of the Shortfall should be made by wire transfer on or before 11:30 A.M. Eastern Time on January 3, 2017, directed to:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000

Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Notice of Claim and Certificate as of the 30th day of December, 2016.

Banco Popular de Puerto Rico,
By: 
Name: Jorge A. Velez
Title: Assistant Vice President

Appendix I

Debt Service Payment for 1/1/2017									
Description of Bond Issue	Cusip	Outstanding Amount	Maturity	Rate	Principal Insured Amount	Principal	Interest	Total	Insurer Policy No.
PIRB 2002 R	745145YU0	100,000,000.00	7/1/2017	5.500%	100,000,000.00		2,750,000.00	2,750,000.00	XL CAPITAL ASSURANCE (SYNCPORA GUARANTEE INC.) CA00081A
Total		\$ 100,000,000.00			\$ 100,000,000.00	\$	\$ 2,750,000.00	\$ 2,750,000.00	

Exhibit 7

Assignment of Rights with respect to July 2017 Payment

Assignment of Rights

EXECUTION VERSION

ASSIGNMENT OF RIGHTS

Commonwealth of Puerto Rico Public Improvement Refunding Bonds, Series 2002A

This Assignment of Rights dated as of April 4, 2018 is made pursuant to (a) the Bond Resolution (the "Resolution") adopted October 11, 2011 by the Commonwealth of Puerto Rico (the "Issuer"), and (b) the Municipal Bond Insurance Policy Number CA00082A (the "Policy") issued by XL Capital Assurance Inc., now known as Syncora Guarantee Inc. ("Syncora"), in respect of the above-referenced Series 2002A (the "Bonds"). All capitalized terms not otherwise defined herein shall have the same respective meanings ascribed to them in the Policy.

Attached hereto as **Exhibit I** are a Notice of Nonpayment and related Notices of Claim and Certificate provided to Syncora by Banco Popular de Puerto Rico, as paying agent (the "Paying Agent"), pursuant to the Resolution, in the total amount of \$102,750,000.00 (the "Payment Amount"), consisting of \$100,000,000.00 representing principal and \$2,750,000.00 representing interest on the Bonds, which became Due for Payment, and was paid by Syncora to the Paying Agent under the Policy, on July 3, 2017 (the "Payment Date").

Pursuant to the Resolution and the Policy, the Paying Agent hereby:

1. confirms on behalf of the Owners, to the full extent of its authority under the Policy, the assignment of, and assigns to Syncora, effective as of the Payment Date, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with interest accruing thereon from and after the Payment Date ("Overdue Interest");
2. agrees that, effective as of the Payment Date, Syncora is the owner of, and shall be subrogated to, all rights, title and interest of the Owners to and in respect of the payment of the Payment Amount, together with Overdue Interest and that such rights, title and interest, may include the right to exercise any option, vote, right, power or the like of the Owners under the Bonds to the extent of the payment of the Payment Amount (including, without limitation, any such rights arising in the context of a bankruptcy, insolvency, liquidation or other reorganization of the Issuer);
3. agrees that the foregoing assignment and subrogation are in addition to, and not in limitation of, any rights (including, without limitation, rights of assignment and subrogation) otherwise available to Syncora in respect of the payment of the Payment Amount and Overdue Interest;
4. confirms that it has made a notation on the Bonds and in the bond register or other document of record that, effective as of the Payment Date, Syncora is the owner of, and is subrogated to, all rights, title and interest of the Owners to and in respect of the Payment Amount and Overdue Interest;

Assignment of Rights

EXECUTION VERSION

5. agrees to use best efforts to transfer to Syncora the certificates evidencing the Bonds, by (a) (i) contacting DTC (which had possession of such certificates) and requesting the delivery of such certificates to Syncora, or (ii) if necessary, contacting the Commonwealth and requesting the issuance of new certificates for Syncora; and (b) undertaking such actions which are authorized by the Resolution in connection with the transfer of the aforesaid certificates to Syncora;

6. in connection with any assignment by Syncora of its rights, title and interest in respect of the Payment Amount and Overdue Interest, agrees to make a notation on the Bonds and in the bond register or other document of record to reflect such assignment; and

7. represents that it has full corporate power and authority on behalf of the Owners under the Policy, to execute and deliver this Assignment of Rights, and that this Assignment of Rights constitutes a legal, valid and binding obligation of the Paying Agent, enforceable against it in accordance with its terms.

[Remainder of page intentionally left blank]

Assignment of Rights

EXECUTION VERSION

IN WITNESS WHEREOF, the Paying Agent has executed and delivered this Assignment of Rights as of this 4th day of April, 2018.

Banco Popular de Puerto Rico, as Paying Agent

By: 

Name: JAVIER RUBIO

Title: SVP

[Signature Page to GO July 2017 Claim Assignment of Rights]

Assignment of Rights

EXECUTION VERSION

Exhibit 1

Notice of Non-Payment and Related Notices of Claim and Certificate

1003106401v9



PO Box 362708
San Juan, Puerto Rico 00936-2708
Teléfonos (787) 765-9800, 787-751-9800

NOTICE OF NON-PAYMENT
(POLICY NO. CA00082A)

June 29, 2017

BY TELEPHONE and VIA E-MAIL, FACSIMILE and CERTIFIED MAIL:

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020
Fax: (212) 478-3587
Tel: (914) 391-2377 (Scott Beinhacker)
(212) 478-3485 (Fred Hnat)
E-Mail: Scott.Beinhacker@scafg.com
Fred.Hnat@scafg.com
Attention: Surveillance, Scott Beinhacker and Fred Hnat

Re: Commonwealth of Puerto Rico
Public Improvement Refunding Bonds, Series 2002 A
Security Number: 745145YU0
Due date: July 1, 2017 Interest Rate: 5.50%
Principal Amount Outstanding: 100,000,000
(collectively the "Bonds")
Policy No. CA00082A

Banco Popular de Puerto Rico, in its capacity as Paying Agent (in such capacity, the "Paying Agent"), hereby notifies Syncora Guarantee Inc., formerly known as XL Capital Assurance Inc., under the above-referenced Insurance Policy, that as of the date of this Notice, The Commonwealth of Puerto Rico, the issuer of the Bonds, has failed to provide to the Paying Agent sufficient funds for payment in full of all interest and principal that is due on July 1, 2017 but payable on July 3, 2017, on the above-referenced Bonds. Accordingly, the Paying Agent hereby notifies you of the deficiency and requests a payment under the above-referenced Insurance Policy as set forth below:

INSURANCE POLICY NO.: CA00082A

NOTICE/CLAIM DATE: June 29, 2017

AMOUNT OF DEFICIENCY
/CLAIMED AMOUNT: \$ 102,750,000.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO PRINCIPAL: \$ 100,000,000.00

AMOUNT OF DEFICIENCY
ALLOCABLE TO INTEREST: \$ 2,750,000.00

PURPOSE OF CLAIM: Payment of Debt Service on the Bonds due
on July 1, 2017 payable on
July 3, 2017

PAYMENT DUE DATE: July 1, 2017 payable on July 3, 2017

Please deliver these funds on or before 11:30 A.M. Eastern Time on July 3, 2017, to the
following instructions:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000

Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Please feel free to contact me if you have any questions or require any additional information.

Banco Popular de Puerto Rico, as Paying Agent

By: 
Name: Jorge A. Velez
Title: Assistant Vice President
Phone: (787) 765-9800 ext. 505902
E-mail: jorge.velez@popular.com

cc: **Syncora Guarantee Inc.**
135 W. 50th Street, 20th Floor
New York, NY 10020
Attention: Drew Hoffman

My Chi To (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-Mail: mcto@debevoise.com

Elie Worenklein (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: ejworenklein@debevoise.com

Paulina Stanfel (via e-mail only)
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
E-mail: pstanfel@debevoise.com



PO Box 362708
San Juan, Puerto Rico 00936-2708
Teléfonos (787) 765-9800, 787-751-9800

NOTICE OF CLAIM AND CERTIFICATE

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020

The undersigned, a duly authorized officer of Banco Popular de Puerto Rico, , in its capacity as Paying Agent(in such capacity, the "Paying Agent") for the bonds listed on Appendix I hereto (collectively, the "Bonds"), hereby certifies to Syncora Guarantee Inc. ("Syncora") (formerly known as "XL Capital Assurance Inc.") under the Municipal Bond Insurance Policy No. CA00082A pursuant to the Agreement Regarding Bond Insurance with an Effective Date of October 25, 2001 (collectively, the "Policy"), issued in respect of the Bonds, as follows:

(i) The Paying Agent is the Paying Agent under a Bond Resolution of the Commonwealth of Puerto Rico (the "Commonwealth") dated October 11, 2001(the "Bond Resolution"), pursuant to which the above-referenced Bonds were issued by the Commonwealth, and is authorized to receive payments under the Policy and to distribute same to the registered holder(s) of the Bonds (the "Holders").

(ii) The Commonwealth has failed to provide the Paying Agent with sufficient funds for payment in full of all principal due on the Bonds on July 1, 2017 payable on July 3, 2017 (the "Payment Date"). The aggregate amount of principal due on the Bonds on July 1, 2017 payable on the Payment Date is \$100,000,000.00 ("Scheduled Principal"). The sum of all amounts on deposit (or scheduled to be on deposit) and available for distribution to the registered Holders of the Bonds pursuant to the Bond Resolution will be \$100,000,000.00 (such amount, the "Shortfall") less than the Scheduled Principal Due for Payment on the Bonds on July 1, 2017 but due to holidays payable on July 3, 2017.

(iii) The Paying Agent is hereby making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Principal.

(iv) The Paying Agent agrees that, following its receipt from Syncora of funds equal to the Shortfall, it shall in accordance with the Policy (a) hold such amounts in trust and apply the same to the payment of Scheduled Principal on the Bonds in accordance with the Bond Resolution as soon as practicable (and on the Payment Date if received before 11:30 A.M. Eastern Time on the Payment Date); (b) not apply such funds for any other purpose; (c) not commingle such funds

with other funds held by the Paying Agent, and (d) maintain an accurate record of such payments.

(v) Subject to and conditioned upon payment by Syncora to the Paying Agent of sufficient funds to cover the Shortfall in the Scheduled Principal due July 1, 2017 payable on July 3, 2017, the Paying Agent, on behalf of the Holders, to the full extent of its authority, hereby assigns to Syncora all rights, title and principal to the payment of that portion of Scheduled Principal on the Bonds which is paid with the funds provided by Syncora under the Policy. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Syncora in respect of such payments. The Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by Syncora to effectuate the purpose or provisions of this clause (v) and as provided under the Policy.

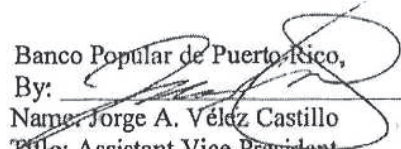
(vi) Syncora shall, to the extent it pays any Scheduled Principal on the Bonds under the Policy, become subrogated to the rights, title and principal of the person or entity who is entitled to such payments in accordance with the terms of the Policy.

(vii) Payment of the Shortfall should be made by wire transfer on or before 11:30 A.M. Eastern Time on July 3, 2017, directed to:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
San Juan, P.R. 00918
ABA # 021502011
ACCT # 197000
Ref: Commonwealth of PR PIRB 2002 A
Attn: Jorge Velez (787) 765-9800 ext. 505902

Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Notice of Claim and Certificate as of the 29th day of June, 2017.

Banco Popular de Puerto Rico,
By: 
Name: Jorge A. Velez Castillo
Title: Assistant Vice President

Appendix I

Debt Service Payment for 7/1/2017

Description of Bond Issue	Cusip	Outstanding Amount	Maturity	Rate	Principal Insured Amount	Principal	Interest	Total	Insurer	Policy No.
PIRB 2002 R	745145YU0	100,000,000.00	7/1/2017	5.500%	100,000,000.00	100,000,000.00	2,750,000.00	102,750,000.00	SYNCORA GUARANTEE INC.	CA00082A
		<u>\$ 100,000,000.00</u>			<u>\$ 100,000,000.00</u>	<u>\$ 100,000,000.00</u>	<u>\$ 2,750,000.00</u>	<u>\$ 102,750,000.00</u>		



PO Box 362708
San Juan, Puerto Rico 00936-2708
Teléfonos (787) 765-9800, 787-751-9800

NOTICE OF CLAIM AND CERTIFICATE

Syncora Guarantee Inc.
135 W. 50th Street, 20th Floor
New York, NY 10020

The undersigned, a duly authorized officer of Banco Popular de Puerto Rico, , in its capacity as Paying Agent(in such capacity, the "Paying Agent") for the bonds listed on Appendix I hereto (collectively, the "Bonds"), hereby certifies to Syncora Guarantee Inc. ("Syncora") (formerly known as "XL Capital Assurance Inc.") under the Municipal Bond Insurance Policy No. CA00082A pursuant to the Agreement Regarding Bond Insurance with an Effective Date of October 25, 2001 (collectively, the "Policy"), issued in respect of the Bonds, as follows:

(i) The Paying Agent is the Paying Agent under a Bond Resolution of the Commonwealth of Puerto Rico (the "Commonwealth") dated October 11, 2001(the "Bond Resolution"), pursuant to which the above-referenced Bonds were issued by the Commonwealth, and is authorized to receive payments under the Policy and to distribute same to the registered holder(s) of the Bonds (the "Holders").

(ii) The Commonwealth has failed to provide the Paying Agent with sufficient funds for payment in full of all interest due on the Bonds on July 1, 2017 payable on July 3, 2017 (the "Payment Date"). The aggregate amount of interest due on the Bonds on July 1, 2017 payable on the Payment Date is **\$2,750,000.00** ("Scheduled Interest"). The sum of all amounts on deposit (or scheduled to be on deposit) and available for distribution to the registered Holders of the Bonds pursuant to the Bond Resolution will be **\$2,750,000.00** (such amount, the "Shortfall") less than the Scheduled Interest Due for Payment on the Bonds on July 1, 2017 but due to holidays payable on July 3, 2017.

(iii) The Paying Agent is hereby making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Interest.

(iv) The Paying Agent agrees that, following its receipt from Syncora of funds equal to the Shortfall, it shall in accordance with the Policy (a) hold such amounts in trust and apply the same to the payment of Scheduled Interest on the Bonds in accordance with the Bond Resolution as soon as practicable (and on the Payment Date if received before 11:30 A.M. Eastern Time on the Payment Date); (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by the Paying Agent, and (d) maintain an accurate record of such payments.

(v) Subject to and conditioned upon payment by Syncora to the Paying Agent of sufficient funds to cover the Shortfall in the Scheduled Interest due July 1, 2017 payable on July 3, 2017, the Paying Agent, on behalf of the Holders, to the full extent of its authority, hereby assigns to Syncora all rights, title and interest to the payment of that portion of Scheduled Interest on the Bonds which is paid with the funds provided by Syncora under the Policy. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Syncora in respect of such payments. The Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by Syncora to effectuate the purpose or provisions of this clause (v) and as provided under the Policy.

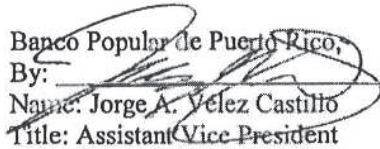
(vi) Syncora shall, to the extent it pays any Scheduled Interest on the Bonds under the Policy, become subrogated to the rights, title and interest of the person or entity who is entitled to such payments in accordance with the terms of the Policy.

(vii) Payment of the Shortfall should be made by wire transfer on or before 11:30 A.M. Eastern Time on July 3, 2017, directed to:

Banco Popular de Puerto Rico
209 Munoz Rivera Ave.
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Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Notice of Claim and Certificate as of the 29th day of June, 2017.

Banco Popular de Puerto Rico,
By: 
Name: Jorge A. Velez Castillo
Title: Assistant Vice President

Appendix I

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Description of Bond Issue	Cusip	Outstanding Amount	Maturity	Rate	Principal Insured Amount	Principal	Interest	Total	Insurer	Policy No.
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									INC.	
		<u>\$ 100,000,000.00</u>			<u>\$ 100,000,000.00</u>	<u>\$ 100,000,000.00</u>	<u>\$ 2,750,000.00</u>	<u>\$ 102,750,000.00</u>		